

# **DRAFT**

Mail deed to:

## **QUITCLAIM DEED**

The UNITED STATES OF AMERICA, acting by and through the Administrator of the U.S. General Services Administration pursuant to authorities granted in 40 USC 101 et seq and 41 CFR 102-75 (**Grantor**) for \$\_\_\_\_\_ in monetary consideration in hand paid, hereby quitclaims to

\_\_\_\_\_  
(**Grantee**) all of **Grantor's** right, title and interest in the following described property:

Lots 2, 3, 6, and 7, Block 12, Town of Seattle, as laid out in the claims of C.D. Boren and A.A. Denny (commonly known as Boren & Denny's Addition to the City of Seattle), according the Plat recorded in Volume 1 of Plats, Page 27, King County, Washington, less the street.

Tax Parcel No.: 0939000520  
1015 Second Avenue, Seattle, WA 98104

SUBJECT to any and all prior restrictions, covenants, conditions, limitation, easement and reservations of record including, but not limited to:

1. Ordinance No. 121482 of the City of Seattle, approved on May 26, 2004. Being an Ordinance establishing a downtown parking and business improvement area; levying special assessments upon the businesses, multifamily residential or Mixed-use projects within the area; providing for the deposit of revenues in a special account and expenditures therefrom; providing for collection of and penalties for delinquencies.
2. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Plat of the Town of Seattle, as laid out by C.D. Boren and A. A. Denny recorded in Volume 1 of Plats, Page 27, in King County, Washington.
3. The terms and provisions contained in the document entitled "Sidewalk Indemnity Agreement" recorded September 17, 1920 as Recording No. 1452290 of Official Records.
4. The terms, provisions and easement(s) contained in the document entitled "Temporary Shoring Agreement" recorded June 17, 2004 as Recording No. 20040617001042 of Official Records.

## HISTORIC PRESERVATION COVENANT

Property, Grantor, Grantee, SHPO Standards. In consideration of the conveyance from the United States of America ("The Grantor") of the Federal Reserve Bank, located in the City of Seattle, King County, State of Washington, which is more fully described on the attached legal description ("Property"), and which is currently listed in the National Register of Historic Places, The Grantee hereby covenants on behalf of his/herself/themselves, his/her/their/its heirs, successors, and assigns ("Grantee") at all times to the Washington State Historic Preservation Officer ("SHPO") to preserve, maintain, and rehabilitate the Property in accordance with the recommended approaches in *The Secretary of Interior's Standards for the Treatment of Historic Properties* ("Standards") (National Park Service, U.S. Department of Interior, 1992).

I. Work, Reviews, Inspection. No construction, alteration, remodeling or any other work ("Work") shall be undertaken or permitted to be undertaken on the Property within the Preservation Zone (Zone 1) or Rehabilitation Zone (Zone 2) (See II below), other than minor repairs and routine maintenance without the express prior written permission of the Washington SHPO. Unless an alternative review process is agreed upon in writing by both the Grantee and the SHPO, preliminary plans for such Work will be submitted in writing by the Grantee to the SHPO for thirty (30) days of review for consistency with the Standards. If a decision is not provided to Grantee in writing within thirty (30) days, it will be understood that SHPO does not have any comments or suggested revisions, and the Grantee may proceed without further review unless significant changes are made to the preliminary plans. If significant changes are made to the preliminary plans or the SHPO had requested revisions, a final set of plans shall be provided by the Grantee to SHPO addressing any requested revisions to the design for a second thirty (30) day review prior to construction commencement in the affected area. If the SHPO does not respond within 30 days, the final set of plans is approved. This review will be separate from any local design review process to which the Property may be subject. Upon receipt by Grantee of written notice at least three business days in advance, the SHPO, or a fully authorized representative, shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed. Proposed Work in areas within the Free Zone (Zone 3) (See III. below) will not require consultation with the SHPO, provided that such proposed Work does not have potential to cause an adverse effect, as reasonably determined in accordance with 36 C.F.R. 800.5, to adjoining areas designated as a Preservation Zone or a Rehabilitation Zone in the BPP Diagram attached to this deed as **EXHIBIT A**.

II. Character Defining Elements. Those character defining features, spaces, materials, finishes, construction techniques and examples of craftsmanship ("Character Defining Elements") that make the Property eligible for inclusion in the National Register of Historic Places must be preserved or rehabilitated in accordance with the Standards. A Building Preservation Plan diagram ("BPP Diagram"), attached as **EXHIBIT A**, prioritizes areas within the Property, referred to as either a "Preservation Zone (Zone 1)", a "Rehabilitation Zone (Zone 2)", or a "Free Zone (Zone 3)", and provides guidance to the Grantee for their preparation of preliminary submissions to the SHPO (See I. above).

### ZONE 1

The Property's Preservation Zone exhibits unique or distinctive qualities, original materials or elements; or represents examples of skilled craftsmanship or work of a known architect. The character and qualities of this Preservation Zone should receive special care and be maintained and preserved as the highest priority. Of primary concern are the areas within the Preservation Zone identified on the attached BPP Diagram including:

- ☐ The exterior of the building (including main building roof)
- ☐ The main entrance elevator lobby

## **ZONE 2**

The Property's Rehabilitation Zone is of secondary importance. This area is of modest nature, void of highly significant features, material or conditions, but which may be original and has been maintained at an acceptable level. Undertake all work in this zone with care and as sensitively as possible; however, contemporary methods, materials, and designs may be selectively incorporated. The attached BPP Diagram identifies the following Rehabilitation Zone:

- ☐ Teller lobby
- ☐ Vault (basement and ground floor)

## **ZONE 3**

The Property's Free Zone is an area that is not subject to the above categories and whose modification would not represent loss of character, code violation or intrusion to an otherwise historically significant structure. Treatments in this zone, while sympathetic to the historic qualities and character of the building, may incorporate extensive changes or total replacement through the introduction of contemporary methods, materials and designs. The attached BPP Diagram identifies the following areas as a Free Zone:

- ☐ Ground floor parking, loading dock and offices
- ☐ Ground floor processing area surrounding the vault
- ☐ The basement (excluding the vault)
- ☐ All offices, stairways, corridors and lobbies, first through fourth floors (excepting the Zone 1 main entrance lobby)
- ☐ Penthouse

III. Interim Measures, Mothballing. At all times, the Grantee shall keep the Property secure from vandalism, and all systems in good working order (including but not limited to the boilers, sump pumps, air compressors, exterior gutters, plumbing and backflow devices, air handlers, elevators, and fire sprinklers), or if the Property is mothballed, the Grantee shall do so in accordance with guidance from the National Park Service, *Mothballing Historic Buildings*” *Preservation Brief 31*, Sharon Park, AIA, National Park Service, US Department of Interior, 1993.

- IV. Emergencies. The Grantee shall ensure that, in the case of an immediate rescue and salvage operation on the Property that is required because of a disaster or emergency declaration by the President, Governor of Washington, or the Mayor of Seattle, or another threat to life or property ("Emergency") that may adversely affect the Property, the Grantee shall use its best efforts to notify the SHPO of such operations within two (2) business days (not including a state holiday) after the commencement of such Emergency operations. If the Grantee determines that such Emergency operations, which have the potential to adversely affect the Property and/or the Character Defining Elements, as reasonably determined in accordance with 36 C.F.R. 800.5, must be undertaken as an essential and immediate response to an Emergency, the Grantee shall notify the SHPO and afford the SHPO an opportunity to comment within seven (7) business days (not including a state holiday) of receipt of such notification. If the Grantee determines that circumstances do not permit seven (7) business days for comment, then the Grantee shall notify the SHPO and invite comments within the time available. The Grantee shall consider, as applicable in light of the urgency of the circumstances, any comments received in reaching a decision on how to proceed with the Emergency operations. These Emergency provisions apply only to operations that will be implemented at the Property within thirty (30) calendar days after the Emergency occurs. The Grantee may request an extension of the period of applicability from the SHPO prior to the expiration of the thirty (30) calendar days. Nothing in this Covenant shall be deemed to prevent the Grantee from taking immediate rescue and salvage operations to preserve life or property.
- V. Waiver. The failure of the SHPO to exercise any right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- VI. Amendment. Grantee and SHPO may amend this Covenant by mutual written agreement subject to compliance with the terms and conditions of the conveyance instrument (i.e., deed). Any such amendment shall not be effective unless it refers expressly to this Covenant, and is recorded in the real estate records of King County, State of Washington.
- VII. Remedies. In the event of a violation of this Covenant as determined by the SHPO, in the SHPO's sole and complete discretion, the SHPO may, in addition to any remedy now or thereafter provided by law and following reasonable (not to exceed 30 days) written notice to the Grantee, require the Grantee to remedy the violation or institute suit to enjoin said violation. In any litigation, arbitration or any other proceeding where the SHPO seeks to enforce any provision of this Covenant, or seeks a declaration of the rights and obligation of the parties, the prevailing party shall be awarded reasonable attorney's fees, together with any costs and expenses incurred to resolve the dispute and to enforce any provision of this Covenant.
- VIII. Duration. Restrictions, stipulations, and covenants contained herein shall be incorporated verbatim or by express reference in any deed or other legal instrument by which the Grantee or its successors divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof.

This Covenant shall be a binding servitude upon the real property that includes the Property and shall be deemed to run with the land.

## HAZARDOUS SUBSTANCE ACTIVITY

(A) **NOTICE Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) **CERCLA Covenant.** **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- (a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) **ACCESS.** **Grantor** reserves a right of access to all portions of the Property for

environmental investigation, remediation or other corrective action. This reservation includes the right to use available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

#### **NOTICE OF THE POSSIBLE PRESENCE OF LEAD-BASED PAINT AND LEAD DUST**

The **Grantee** acknowledges that: 1) the building on the **Property** was constructed prior to 1978 and, as with all such property, a lead-based paint hazard may be present, and 2) certain past activities in the building produced lead dust that may still be present. The **Grantee** shall not permit residential habitation unless **Grantee** has eliminated lead hazards in accordance with all applicable laws and regulations.

#### **ASBESTOS COVENANT**

Asbestos containing materials (ACM) are present in the building. **Grantee** covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the **Property** they will comply with all Federal, state and local laws relating to asbestos. **Grantor** assumes no liability for damages for personal injury, illness, disability or death to the **Grantee**, or to **Grantee's** successors, assigns, employees, invitees, or to any other person subject to the control and direction of **Grantee**, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to the contact of any kind whatsoever with asbestos on the **Property** described in this deed, whether the **Grantee**, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

#### **FAA CLAUSE**

The **Property** is located within six nautical miles of the King County Airport. By acceptance of this deed, the **Grantee** and its successors and assigns, and every successor in interest to the **Property**, covenant that any construction or alteration is prohibited unless the Federal Aviation Administration issues a determination of no hazard to air navigation in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

IN WITNESS THEREOF, **Grantor** has caused this instrument to be effective as of the \_\_\_\_ day of December, 2014.

UNITED STATE OF AMERICA  
Acting by and through the  
Administrator of General Services

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Blaine Hastings, Manager  
Real Property Disposal Office

STATE OF WASHINGTON  
COUNTY OF KING

On this \_\_\_\_ day of December, 2014, before the undersigned, a Notary Public in and for the State of Washington, personally Blaine Hastings, to me known to be the Manager, Real Property Disposal Office, Auburn, WA, General Services Administration, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting by and for the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate written above.

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Notary Public in and for the State of  
Washington, residing in Enumclaw, WA

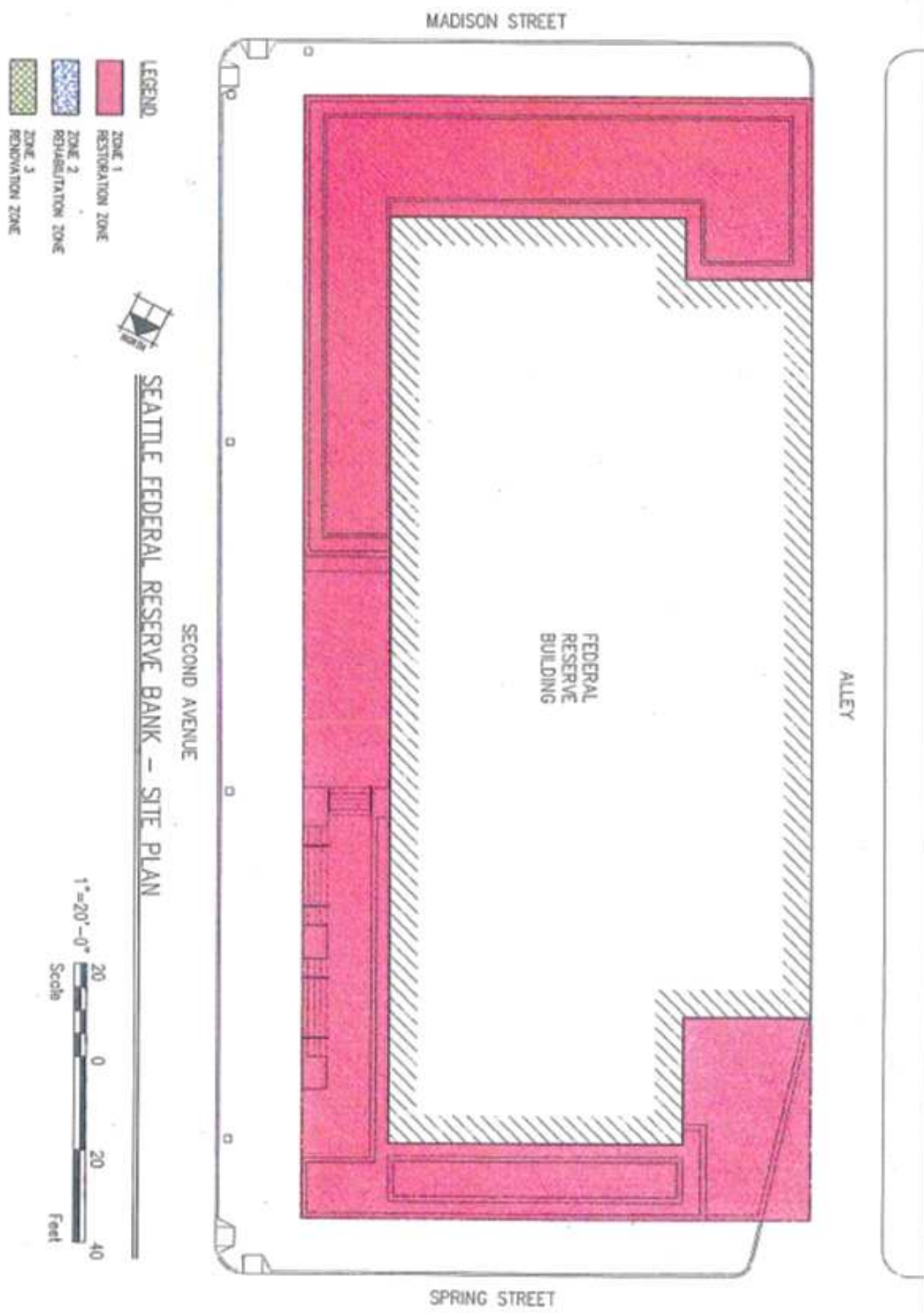
My commission expires \_\_\_\_\_

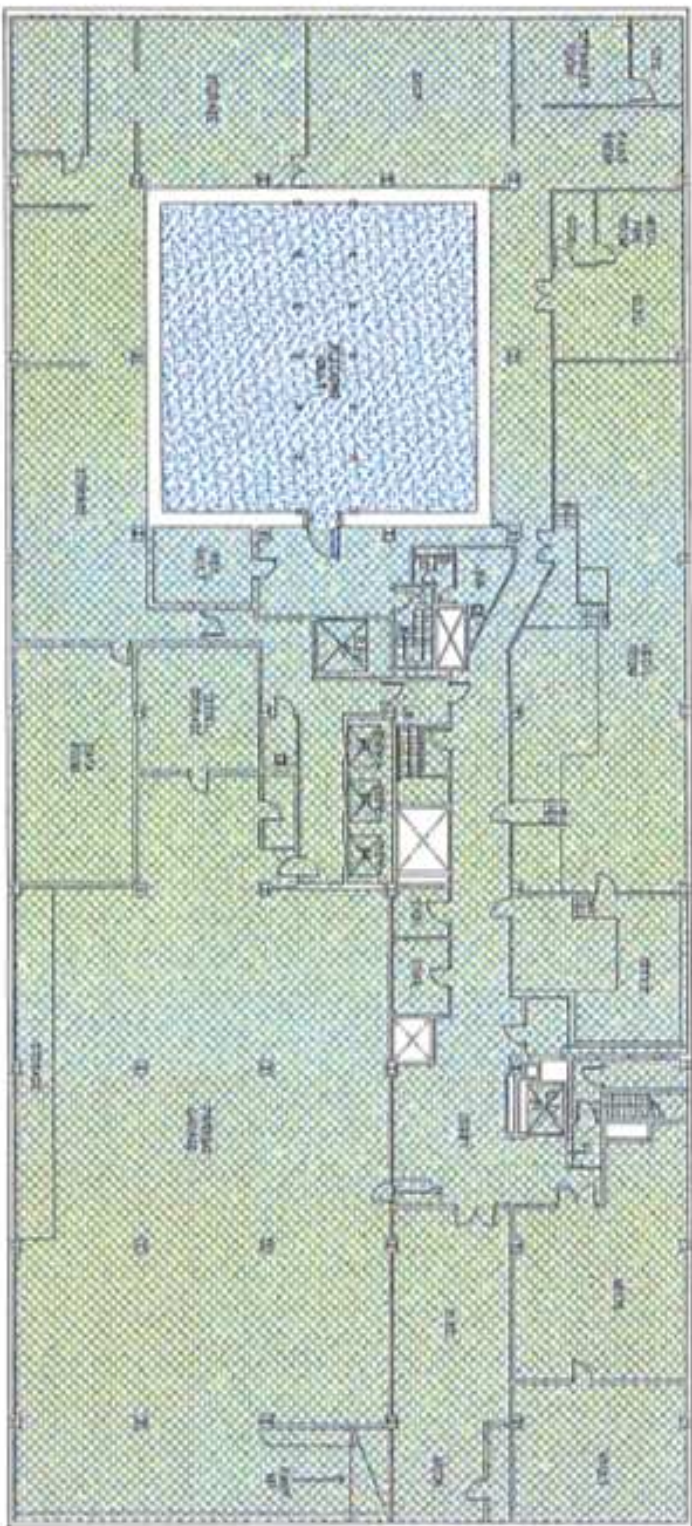
# **EXHIBIT A**

**The Building Preservation Plan (BPP)**

**Part of the Historic Preservation Covenant**







# LEGEND

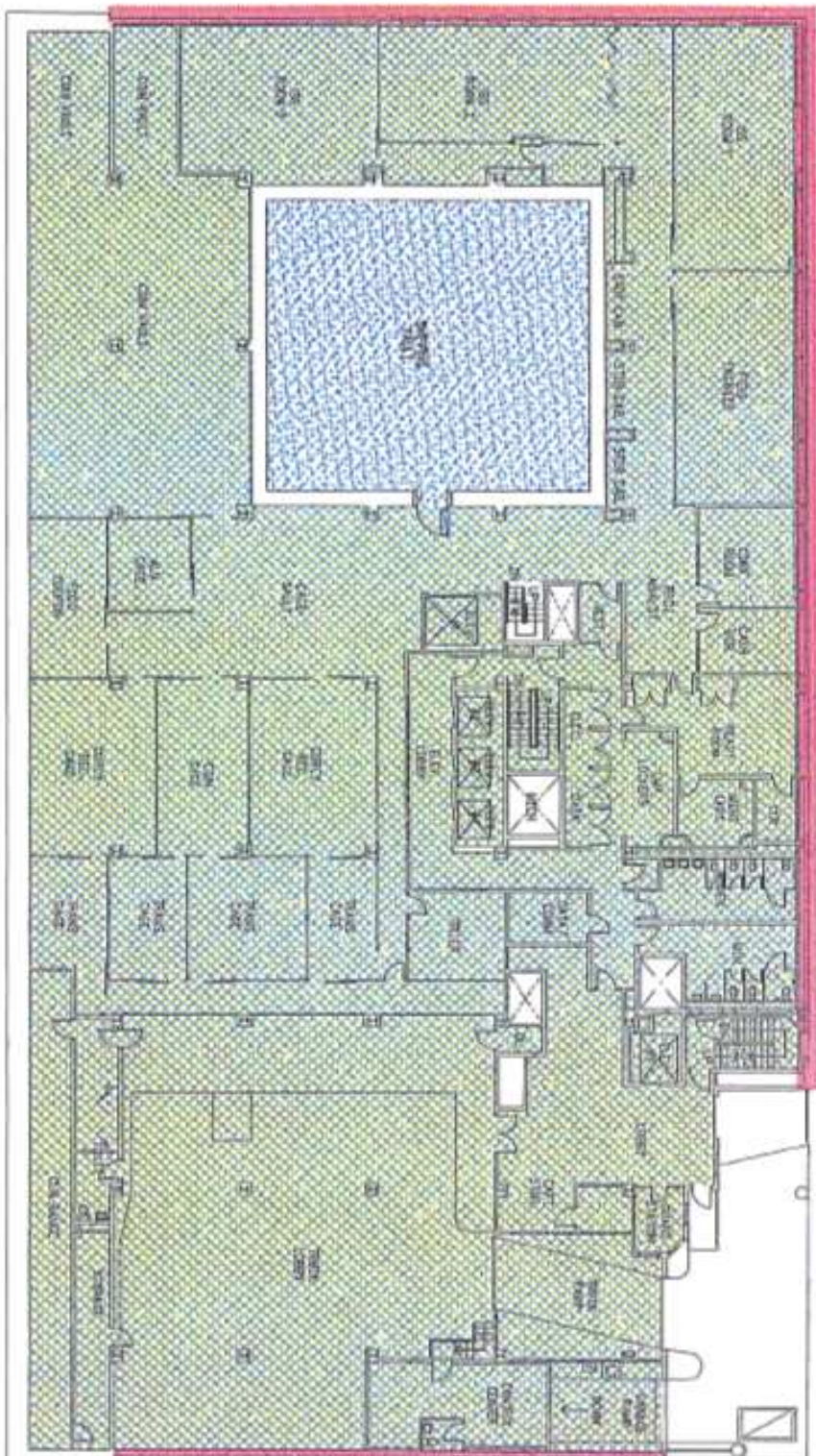
- ZONE 1  
RESTORATION ZONE
- ZONE 2  
RENOVATION ZONE
- ZONE 3  
RENOVATION ZONE



## SEATTLE FEDERAL RESERVE BANK - BASEMENT FLOOR PLAN







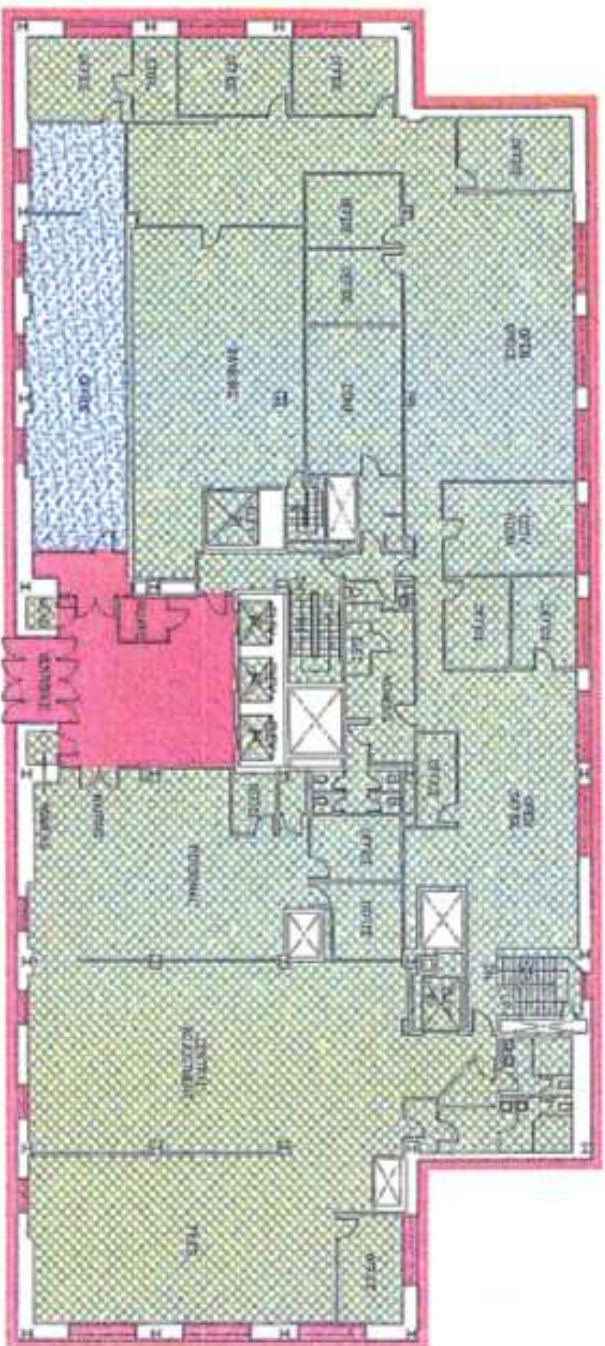
**LEGEND**

- ZONE 1  
RESTORATION ZONE
- ZONE 2  
REHABILITATION ZONE
- ZONE 3  
RENOVATION ZONE



**SEATTLE FEDERAL RESERVE BANK - GROUND FLOOR PLAN**





**LEGEND**

- ZONE 1  
RESTORATION ZONE
- ZONE 2  
REHABILITATION ZONE
- ZONE 3  
RENOVATION ZONE



**SEATTLE FEDERAL RESERVE BANK – FIRST FLOOR PLAN**





- LEGEND**
- ZONE 1  
RESTORATION ZONE
  - ZONE 2  
REHABILITATION ZONE
  - ZONE 3  
RENOVATION ZONE



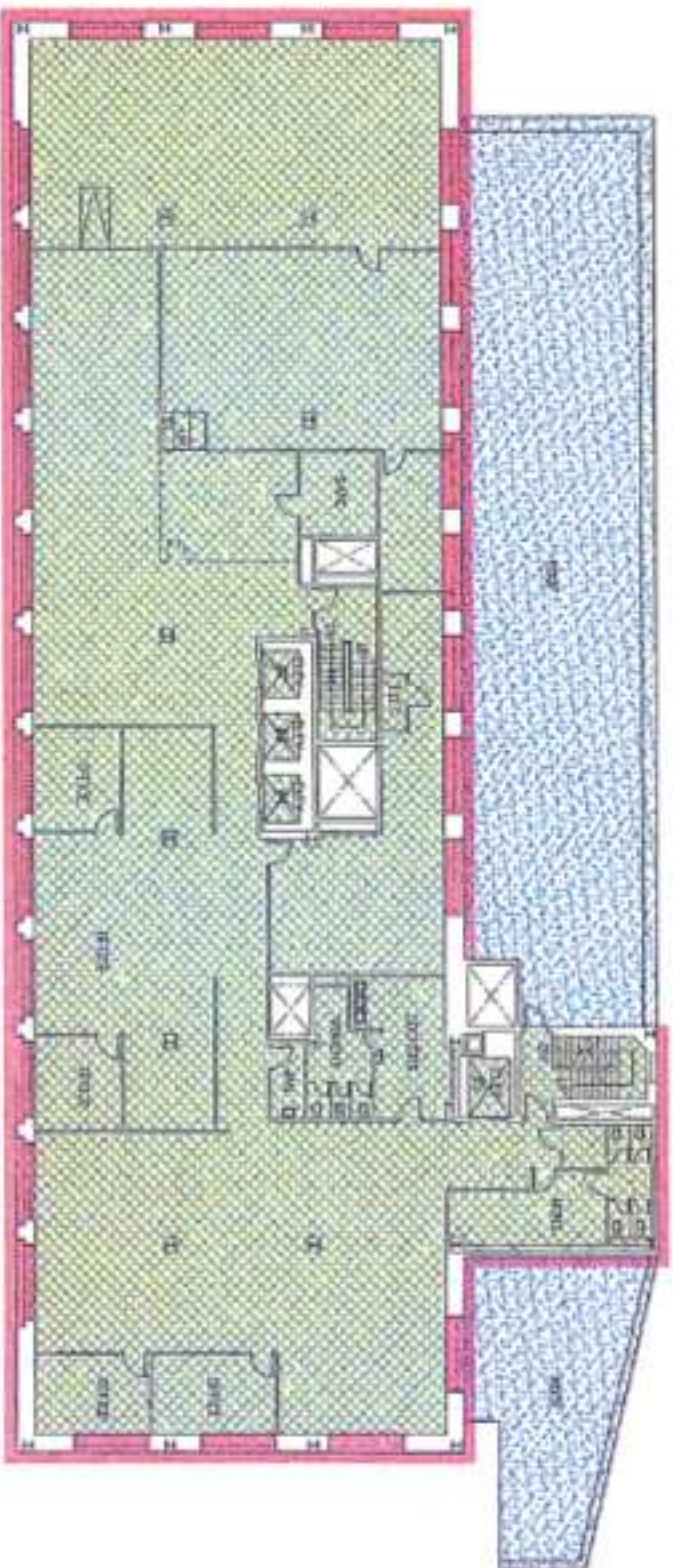
# SEATTLE FEDERAL RESERVE BANK – SECOND FLOOR PLAN

1"=20'-0"

Scale

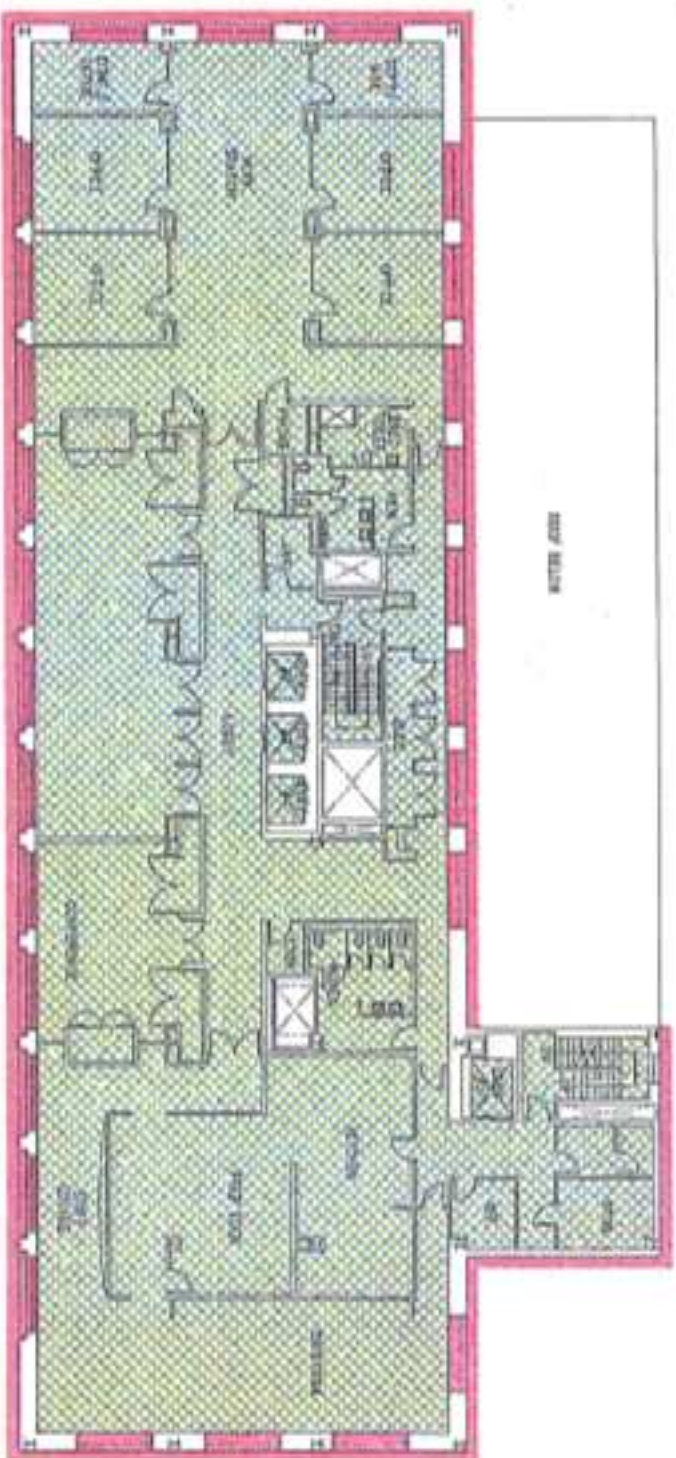
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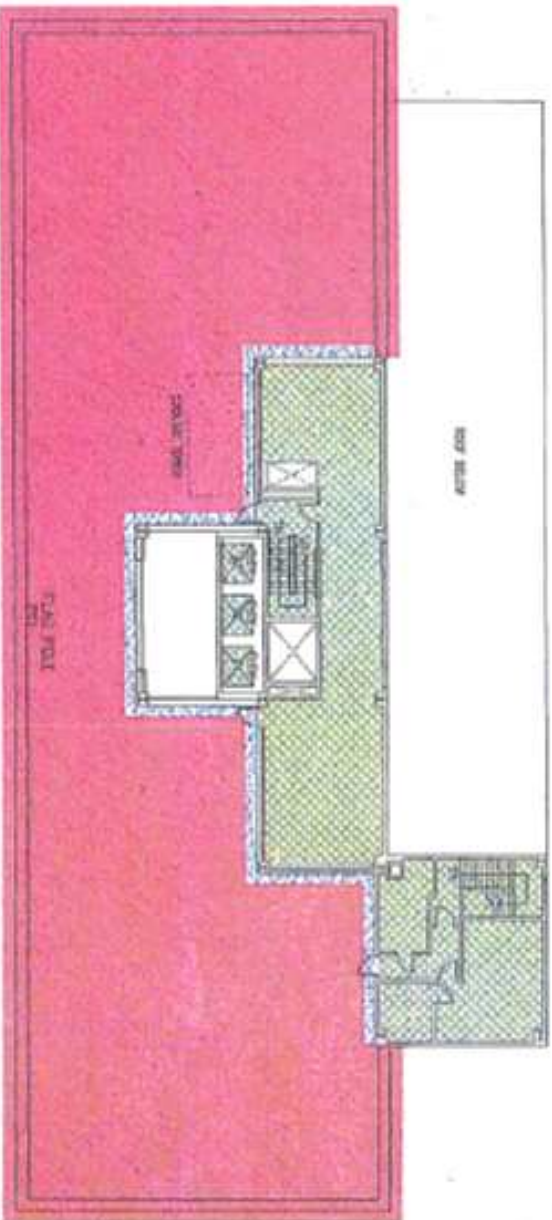
Feet











# SEATTLE FEDERAL RESERVE BANK - PENTHOUSE & ROOF PLAN



## LEGEND

- ZONE 1 RESTORATION ZONE
- ZONE 2 REHABILITATION ZONE
- ZONE 3 RENOVATION ZONE



## PENTHOUSE PLAN

SCALE: 1"=20'-0"



## PENTHOUSE ROOF PLAN

SCALE: 1"=20'-0"

